

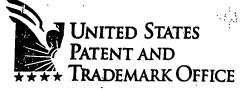
SUPPLEMENT TO STATEMENT UNDER 37 CFR 3.73(b)

ADDITIONAL DOCUMENTS IN CHAIN OF TITLE

Gr	O	U	P
3	6	6	15

DOCUMENT	NATURE OF DOCUMENT
ASSIGNMENT recorded 07/30/2001	Assignment submitted from parent Application No.: 09/916,819 assigning interest from Marcos V. Masson et al. to GLOBAL ORTHOPAEDICS
ASSIGNMENT recorded 01/09/2002	Assignment submitted from parent Application No.: 09/916,819 assigning interest from GLOBAL ORTHOPAEDICS to GLOBAL ORTHOPAEDIC SOLUTIONS, LLC.
ARTICLES OF CONVERSION	Converting GLOBAL ORTHOPAEDIC SOLUTIONS, LLC ("Company") to GLOBAL ORTHOPAEDICS, INC. ("Corporation")
ASSIGNMENT AGREEMENT	Conveying intellectual property from GLOBAL ORTHOPAEDIC, INC. to SL-1, Ltd.
ASSIGNMENT AGREEMENT	Corrective assignment conveying intellectual property from GLOBAL ORTHOPAEDIC, INC. to SI-1, Ltd.

RECEIVED
JUL 0 6 2006
GROUP 3600



MARCH 07, 2002

. PTAS

Chief Information Officer Washington, DC 20231 www.uspto.gov

101950330A

HARRISON & EGBERT
JOHN S. EGBERT
412 MAIN ST., 7TH FLOOR
HOUSTON, TX 77002

MAY 2 6 2006

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/09/2002

REEL/FRAME: 012453/0894

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GLOBAL ORTHOPAEDICS

DOC DATE: 12/03/2001

ASSIGNEE:

GLOBAL ORTHOPAEDIC SOLUTIONS, L.L.C. 1200 BINZ STREET SUITE 1200 HOUSTON, TEXAS 77004

SERIAL NUMBER: 09916819

PATENT NUMBER:

FILING DATE: 07/30/2001

ISSUE DATE:

KIMBERLY WHITE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS JUL 0 6 2006

GROUP 3600

01-16	3-2002
Form PTO-1595 (Rev. 03/01) OMB No. 0651-0028 (exp. 5/31/2002) Teb settings 1019	U.S. DEPARTMENT OF COMMERC U.S. Patent and Trademark Offi
C/Davida	ks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Global Orthopaedics	2. Name and address of receiving party(ies) Name: Global Orthopaedic
01-9.2	Solutions, L.L.C. Internal Address:
Additional name(s) of conveying party(ies) attached? 📮 Yes 🔯 No	
3. Nature of conveyance:	
Assignment 📮 Merger	
Security Agreement Change of Name	Street Address: 1200 Binz Street Suite 1200
☐ Other	
D 2 0004	City: Houston State: TX Zip: 77004
Execution Date: Dec.3, 2001	Additional name(s) & address(es) attached? 📮 Yes 🔯 No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new appl	lication, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
09/916,819	
Additional numbers at	l ttached? ⊑g Yes ⊠g No
	6. Total number of applications and patents involved:
Name: John S. Egbert	7. Total fee (37 CFR 3.41)\$\$
Internal Address: Harrison & Egbert	⊠ Enclosed
	Authorized to be charged to deposit account
h	
	8. Deposit account number:
Street Address: 412 Main St.,7th Floor	
	08-0879
City: Houston State: TX Zip: 77002	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE
9. Statement and signature.	THE OF NOL
To the best of my knowledge and belief, the foregoing in is a true copy of the original document.	nformation is true and correct and any attached copy
John S. Egbert	11//
Name of Person Signing	Signature Date
Total number of pages including cover	sheet, attachments, and documents: 3
/2002 LINELLER 00000177 09916819 Commissioner of Patents & Tra	ademarks, Box Assignments
40.00 OP Washington, I	D.C. 20231

JUL 0 6 2006 GROUP 3600

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

NAME(S) AND ADDRESS(ES)
OF ASSIGNOR(S)

GLOBAL ORTHOPAEDICS 1200 Binz St., Suite 1200 Houston, Texas 77004 USA

(a limited liability partnership (LLP) of the State of Texas)

(hereinafter referred to as ASSIGNOR), own a certain invention entitled:

TITLE OF INVENTION

CIRCUMFERENTIAL RETRACTOR APPARATUS

for which application for Letters Patent of the United States

has been filed on _____July 30, 2001

under Serial No. <u>09/916,819</u>, and

WHEREAS:

NAME(S) AND ADDRESS(ES) OF ASSIGNEE(S)

PARTICULARS OF APPLICATION

GLOBAL ORTHOPAEDIC SOLUTIONS, L.L.C. 1200 Binz St., Suite 1200 Houston, Texas 77004 USA

(a limited liability company (LLC) of the State of Texas)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it know that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and

exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

of GLOBAL ORTHOPAEDICS

JAN O 9 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: MASSON, Marcos V.; HENRY, Mark

SERIAL NO.:

09/916,819

FILED:

Jul.30,2001

TITLE:

CIRCUMFERENTIAL RETRACTOR APPARATUS

TRANSMITTAL OF ASSIGNMENT

Box Assignments Commissioner of Patents and Trademarks Washington, D.C. 20231

Sir:

Please find the attached Assignment form, signed on December 3, 2001. Also enclosed is an acknowledgment post card for showing receipt of the form.

Date

John's Egbert
Reg. No. 30,627
Harrison & Egbert
412 Main Street, 7th Floor

Houston, Texas 77002 (713)224-8080 (713)223-4873 (Fax)

Respectfully submitted,

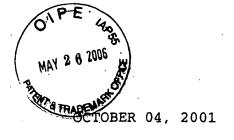
JUL 0 6 2006

GROUP 3600

CERTIFICATE OF MAILING UNDER 37 CFR 1.8(a)

I hereby certify that the attached TRANSMITTAL OF ASSIGNMENT is being first-class mailed to:

	Commissioner of Patents and Trademarks Washington, D.C. 20231
on 12-4,	2001.
12.4.	
Date	John S. Egbert



HARRISON & EGBERT JOHN S. EGBERT

412 MAIN ST, 7TH FLR HOUSTON, TX 77002

UNITED ATES DEPARTMENT OF COMMERCE Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

.PTAS



101802769A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/30/2001

REEL/FRAME: 012031/0772

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MASSON, MARCOS V.

DOC DATE: 07/19/2001

ASSIGNOR:

HENRY, MARK

DOC DATE: 07/19/2001

ASSIGNEE:

GLOBAL ORTHOPAEDICS 1200 BINZ ST. SUITE 1200 HOUSTON, TEXAS 77004

SERIAL NUMBER: 09916819

PATENT NUMBER:

FILING DATE: 07/30/2001

ISSUE DATE:

DOROTHY RILEY, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

RECEIVED
JUL 0 6 2006
GROUP 3600

FORM PTO-1619A Expres 06/30/09 OMP: 0651-0027

1-30-0)

08-07-2001

101802769 SUBJION FORM COVER SHEET U.S. Department of Commerce Patent and Trademark Office PATENT

> 6 U.S. PTO /916819

TO: The Co	mmissioner of Patents and Ten	PATENTS ONLY	
Submission	on Type	demarks: Please record the attached origin Conveyance Type	nal document(s) or copy(les).
X New			
Docum	mission (Non-Recordation) ent ID#		e of Name
Reel#	tion of PTO Error Frame # tive Document Frame #	Merger Other U.S. Govern (For Use ONLY by U.S. Gov	Vernment Agencies)
Conveying		Departmental File	
Name (line 1)		Mark if additional names of conveying	Ing parties attached Execution Date Month Day Year 7/19/01
Name (line 2)	L .		
Second Party Name (line 1)	Mark HENRY		Exacution Date Month Day Year 7/19/01
Name (line 2)			
Receiving P	Party		
Name (fine 1)		Mark if additional name	mes of receiving parties attached
Name (line 2)	oz chopaeu.		If document to be recorded is an assignment and the receiving party is not domiciled in the United
Address (line i)	1200 Binz St., St	ite 1200	States, an appointment of a domestic
Address (Itna 2)			(Designation must be a separate document from Assignment.)
Address (line 3)	Houston	Texas 7	7004
Domestic Re	presentative Name and	Address	Zlp.Code
Name [Enter for the first Receiving	Party only.
Address (line 1)			
Address (fine 2)			
Address (line 3)			
Address (line 4)			
/2001 SSITHIB1 00	0000027 09916819	FOR OFFICE USE ONLY	
:581	40.00 OP	STATE OF STATE	
Public burden reporting fi gathering the data needed D.C. 20231 and to the Offi Information Collection Bu	dget Package 0651-0027, Patent and Trademen	rverage approximately 30 minutes per Cover Sheet to be recorded regarding this burden estimate to the U.S. Patent and Trademark of Management and Budget, Paperwork Reduction Project (0551-6 (Assignment Practice, DO NOT SEND REQUESTS TO RECORD & (Assignment Practice, DO NOT SEND REQUESTS TO RECORD & (DO NOT SEND RECORD & (DO NO	927), Washington, D.C. 20503. See OMB

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1619B Spires 0000009 OMS 0001-2027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Addres	S Area Code and Telephone Number	713-224-8080
Name John S. Egbert		
Address (Hine 1) Harrison & Egbe	ert	
Address (Nine 2) 412 Main Street	7th Floor	
Address (time 3) Houston, Texas	77002	
Address (line 4)		
Pages Enter the total number of including any attachmen	pages of the attached conveyance docur	nent # 2
Application Number(s) or Patent N		additional numbers attached
	he Patent Number (DO NOT ENTER BOTH numbers	
Patent Application Number(s)	Paten	t Number(s)
		L
If this document is being filed together with a new P signed by the first named executing inventor.	atent Application, enter the date the patent application	on was Month Day Year 7/19/01
Patent Cooperation Treaty (PCT)		
Enter PCT application number	PCT PCT	PCT PCT
only if a U.S. Application Number has not been assigned.	PCT PCT PCT	PCT
Number of Properties Enter the	total number of properties involved. #	1
Fee Amount Fee Amoun	t for Properties Listed (37 CFR 3.41): \$	40
Method of Payment: End Deposit Account	closed X Deposit Account	
	dditional fees can be charged to the account.)	<u>,</u>
	Deposit Account Number: #	08-0879
	Authorization to charge additional fees:	Yes X No
Statement and Signature		
	belief, the foregoing information is true at original document. Charges to deposit a	
	WIII	7.25.01
Name of Person Signing John S. Egbert	Signature	Date

The second of th

ASSIGNMENT FOR UNFILED APPLICATION FOR UNITED STATES PATENT

WHEREAS:

NAME(S) AND ADDRESS(ES) OF INVENTOR(S)

Marcos V. MASSON 2769 Essex Terrace Houston, Texas 77002 USA

Mark HENRY 1200 Binz St., Suite 1200 Houston, Texas 77004 USA

(citizens of the United States of America)

(hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled:

TITLE OF INVENTION

CÍRCUMFERENTIAL RETRACTOR APPARATUS

for which application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS:

NAME(S) AND ADDRESS(ES) OF ASSIGNEE(S)

GLOBAL ORTHOPAEDICS 1200 Binz St., Suite 1200 Houston, Texas 77004 USA

(a limited liability partnership (LLP) of the State of Texas)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for

other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, have hereunto set hand and seal

this day of July 19, 2001.

FULL NAME(S) OF INVENTOR(S)

Marcos V. MASSON

Mark HENRY

GLOBAL ORTHOPAEDIC SOLUTIONS, LLC, a Texas limited liability company

JUN- 19 2003

ARTICLES OF CONVERSION

Corporations Section

Pursuant to the provisions of Article 10.08 et seq. of the Texas Limited Liability Company Act ("TLLCA"), GLOBAL ORTHOPAEDIC SOLUTIONS, LLC, a Texas limited liability company (which converting entity is referred to as the "Company"), hereby adopts the following Articles of Conversion for the purpose of converting the Company into GLOBAL ORTHOPAEDICS, INC., a Texas corporation (which converted entity is referred to as the "Corporation"):

- 1. The Plan of Conversion (the "Plan"), attached hereto as Exhibit "1" and incorporated herein by reference, and the performance of its terms, were approved by the members of the Company in the manner prescribed by the TLLCA and in accordance with the organizational documents of the Company.
- 2. An executed copy of the Plan is on file at the principal place of business of the Company, 7405 Almeda Road, Houston, Texas 77054-2125, and an executed Plan will be on file, from and after the conversion, at the principal place of business of the Corporation, 7405 Almeda Road, Houston, Texas 77054-2125.
- 3. A copy of the Plan will be furnished by the Company (prior to the conversion) or by the Corporation (after the conversion) on written request and without cost, to any members or shareholders of the Company or the Corporation, respectively.
- 4. The Corporation shall be liable for the payment of all fees and franchise taxes of the Company as required by law.
- 5. These Articles of Conversion and the attached Plan of Conversion shall be effective as of the date of filing of these Articles of Conversion with the Secretary of State of Texas.

DATED: May 31_ 2003

GLOBAL ORTHOPAEDIC SOLUTIONS, LLC, a Texas limited liability company

Marcos V. Masson, M.D., Member-Manager

EXHIBIT 1

GLOBAL ORTHOPARDIC SOLUTIONS, LLC a Texas Limited Liability Company.

PLAN OF CONVERSION

This Plan of Conversion is made and entered into pursuant to Article 10.08 et seq. of the Texas Limited Liability Company Act ("TLLCA") with respect to the conversion of GLOBAL ORTHOPAEDIC SOLUTIONS, LLC, 2 Texas limited liability company (which converting entity is referred to as the "Company"), into GLOBAL ORTHOPAEDICS, INC., a Texas corporation (which converted entity is referred to as the "Corporation").

WITNESSETH

WHEREAS, the Company is a limited liability company duly incorporated and existing under the laws of the State of Texas, having been organized pursuant to the TLLCA;

WHEREAS, the members of the Company believe it is in the best interests of the Company to convert the Company into a Texas corporation pursuant to the terms and conditions hereinafter set forth (the "Conversion"), and such members of the Company have duly approved this Plan of Conversion (this "Plan");

NOW, THEREFORE, the Company shall be converted into the Corporation in accordance with the applicable provisions of the TLLCA, on the following terms and conditions:

ARTICLET

CONTINUING EXISTENCE

Upon the Effective Date of the Conversion (as defined herein), the Company shall continue its existence in the organizational form of the Corporation, a Texas corporation.

ARTICLE II

MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS

The manner and basis of converting the membership interests or other evidences of ownership of each member of the Company into units of ownership interests of the Corporation ("Shares") shall be as follows:

Each percentage of membership interest in the Company shall convert into one thousand (1,000) shares of common stock of the Corporation on the Effective Date of the Conversion. Each member of the Company will receive one thousand (1,000) shares of common stock in the Corporation for each percentage of membership interest owned by such persons in the Company immediately prior to the Conversion.

ARTICLE III

EFFECTIVENESS

The conversion shall become effective as of the date of filing of this Plan of Conversion with the Secretary of State of Texas (the "Effective Date of the Conversion").

ARTICLE IV

ARTICLES OF INCORPORATION

Attached hereto as Exhibit "A" and incorporated herein by reference is the Articles of Incorporation of the Corporation.

IN WITNESS WHEREOF, the Company, pursuant to the approval and authority duly given by resolution adopted by its members, has caused this Plan of Conversion to be executed on this the 315 day of May, 2003.

GLOBAL ORTHOPAEDIC SOLUTIONS, LLC, a Texas limited liability company

Marcos V, Masson, M.D., Member-Manager

EXHIBIT_A_

ARTICLES OF INCORPORATION

OF .

GLOBAL ORTHOPAEDICS, INC.

The undersigned, a natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is GLOBAL ORTHOPAEDICS, INC. (the "Corporation").

ARTICLE II

The Corporation is to have perpetual existence.

ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, as amended from time to time, and further to do such things as may be incident to, and necessary or appropriate to effect, any and all of such purposes.

ARTICLE IV

The total number of shares which the Corporation shall have authority to issue is 1,000,000 shares of common stock, par value \$.01 per share.

ARTICLE V

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000 consisting of money, labor done or property actually received.

ARTICLE VI

No holder of any shares of any class of stock of the Corporation shall, as such holder, have any preemptive or preferential right to receive, purchase or subscribe to additional, unissued or treasury shares of any class of stock of the Corporation, or securities, obligations or evidences of indebtedness of the Corporation convertible into or carrying a right to subscribe to or purchase such shares or any other securities that may hereafter from time to time be issued or sold by the Corporation.

ARTICLE VII

No shareholder shall have the right to cumulate his votes in any election of directors.

ARTICLE VIII

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission (or alleged act or omission) in the director's capacity as a director, except that this Article VIII does not eliminate or limit the liability of a director for:

- (1) a breach of a director's duty of loyalty to the Corporation or its shareholders;
- (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- (4) an act or omission for which the liability of a director is expressly provided by statute;
- (5) an act related to an unlawful stock repurchase or payment of a dividend; or
- (6) any other act, omission, transaction or breach of thity as to which any Texas statute provides that the liability of directors may not be eliminated or limited.

No amendment to or repeal of this Article VIII will apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of the director occurring prior to such amendment or repeal.

ARTICLE IX

Any action required by the Texas Business Corporation Act to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE X

The registered office of the Corporation in the State of Texas is located at 7405 Ahmeda Road, Houston, Texas 77045-2125. The name of its registered agent at such address is Marcos V. Masson, M.D.

ARTICLE XI

The initial board of directors shall consist of three (3) members. The number of the members of subsequent boards of directors shall be fixed by, or in the manner provided in, the bylaws. The names and addresses of the persons who will serve as directors until the first annual meeting of shareholders or until their successors have been duly elected and qualified are:

Marcos V. Masson, M.D.

7405 Almeda Road

Houston, Texas 77045-2125

Sean H. Lundy

7405 Almeda Road

Houston, Texas 77045-2125

Mark H. Henry, M.D.

7405 Almeda Road

Houston, Texas 77045-2125

ARTICLE XII

The name and address of the incorporator is Steven D. Kesten, 4265 San Felipe, Suite 1200, Houston, Texas 77027.

ARTICLE XIII

The Corporation is being incorporated pursuant to a plan of conversion under which Global Orthopaedic Solutions, LLC, a Texas limited liability company with its principal place of business located at 7405 Almeda Road, Houston, Texas 77054-2125, formed pursuant to those certain Articles of Organization of Global Orthopaedic Solutions, LLC filed on July 25, 2001, in the office of the Secretary of State of the State of Texas, is being converted to a Texas corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of May,

Sever D. Kesten

2003.





MAR 3 0 2006

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY ARENTERED MAR 3 0 2006 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 23, 2006

PTAS



C. JAMES BUSHMAN BROWNING BUSHMAN P.C. 5718 WESTHEIMER, SUITE 1800 HOÙSTON, TX 77057

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE. MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/14/2005

REEL/FRAME: 017354/0873

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: BYRNE-17-1

ASSIGNOR:

GLOBAL ORTHOPEDICS, INC.

DOC DATE: 04/05/2005

ASSIGNEE:

SL-1, LTD.

3000 W. DAVIS

CONROE, TEXAS 77304

RECEIVED

JUL 0 6 2006

GROUP 3600

SERIAL NUMBER: 10246567 PATENT NUMBER: 7018332

FILING DATE: 09/18/2002 ISSUE DATE: 03/28/2006

TITLE: CIRCUMFERENTIAL RETRACTOR APPARATUS

017354/0873 PAGE 2

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

	ket No .: Byrne-17-1
FORM PTO-1595 (Modified) (Rev. 03-01) OMB No. 0651-0027 (exp.5/31/2012) POB/REV03 Tab settings	2005 ET U.S. DEPARTMENT OF COMMERCE
Tab settings → → → \ To the Director of the United State Pa 10313	9902ra the attached original documents or copy thereof.
1. Name of conveying partyles; Global Orthopedics, Inc.	2. Name and address of receiving party(ies): Name: SL-1, Ltd. Internal Address:
Additional names(s) of conveying party(ies)	
3. Nature of conveyance:	
	Street Address: 3000 W. Davis
☐ Security Agreement ☐ Change of Name	
Other	City: Conroe State: TX ZIP: 77304
Execution Date: 4/5/05 and 3/30/05, respectively	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, A. Patent Application No.(s) 10/246,567	B. Patent No.(s) RECEIVED JUL 0 6 2006
12/15/2005 TBESHAH1 00000011 10246567 03 FC:8021 40.00 0P Additional numbers attac	GROUP 3600 GROUP 3600
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: C. James Bushman	7. Total fee (37 CFR 3.41):\$ 40.00
Internal Address: Browning Bushman P.C.	☑ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
Street Address: 5718 Westheimer, Suite 1800	Authorized to be charged to deposit account 8. Deposit account number: 02-4345
City: Houston State: TX ZIP: 77057	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature. To the best of my knowledge and belief, the foregoing inform of the original document. C. James Bushman	ation s true and correct and any attached copy is a true copy 2.9-05 Signature 4 Date
Name of Person Signing Total number of names including cover s	heet, attachments, and document:

the second of the second of

ASSIGNMENT AGREEMENT

This Agreement is between SI-1, Ltd., Don Byrne (collectively referred to as Assignees) and Global Orthopedics, Inc. (referred to as Assignor) and is effective when executed by all parties.

WHEREAS, Assignees filed suit against Assignor in Harris County, Texas, Cause No. 2003-04083, alleging various causes of actions;

WHEREAS, subsequently, pursuant to a court order, Assignor is currently in receivership;

WHEREAS, as part of a Mutual Release and Settlement Agreement (Release Agreement) to which this Agreement is attached as Exhibit A, Assignor has agreed to assign to Assignees all its right, title and interest in certain intellectual property referenced in paragraph 1 of the Release Agreement.

NOW, THEREFORE, for good and valuable consideration as recited more fully in the Release Agreement, the parties agree as follows:

- 1. Assignor has assigned, sold, transferred, and set over and by these presents do assign, sell, transfer and set over unto Assignees the entire right, title and interest in and to:
 - A. U.S. Patent Nos. D454,296 and 6,409,731 including all reissues, renewals, and reexaminations and extensions thereof (collectively Assigned Patents) and including the right to sue for and collect damages for past infringement of any of said Assigned Patents, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

- B. U.S. Patent Applications Serial Nos. 09/915,819; 09/916,819; 09/916,833; 10/075,952; 10/078,321; 10/092,693; 10/109,099; 10/184.151: 10/185,356; 10/185,855; 10/261,105; 10/246,567; 10/407,799; 10/455,752; 10/457,787; and any patent application on the so called Magellan-Proximal and any other patent application related to medical or surgical inventions filed by or on behalf of any of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (collectively Assigned Applications) and including (I) the inventions in Assigned Applications and worldwide rights therein (ii) all divisions, continuations, continuations-inpart and substitutions of said Assigned Applications; and (iii) all Letters Patents, United States and foreign, which shall issue on said inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions in all foreign countries, including the right to file applications for Letters Patents on the inventions included in said Assigned Applications in any and all foreign countries, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment and sale not been made.
- C. U.S. Trademarks and Trademark Applications Serial Nos. 76/379,191 ("Magellan"); 76/380,267 ("Scope Caddy"); 78/210,116 ("Soft Portal"); 78/210,170 ("ASC Fast Pack") and any other trademarks or trademark application filed by or on behalf of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (the Assigned Trademarks), and including the right to sue for and collect damages for past infringement of any of said assigned trademarks and trademark applications, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor covenants and agrees that it will upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignees, to enable and assist

Assignees to (a) obtain Letters Patent, both domestic and foreign on the inventions included in said Assigned Applications (b) establish, maintain and secure title in said Assignees, their successors and assigns in the Assigned Patents, the inventions of said Assigned Applications, said Assigned Applications and any Letters Patents based on said Assigned Applications, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Assigned Patents and any Letters Patents based on said Assigned Applications, against any and all infringers, and perform such other acts as is necessary to give full force and effect to this Assignment.

- 2. Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue all Letters Patents based on the Assigned Applications and all divisions, continuations, continuations-in-part, reissues, renewals and extensions of Letters Patents based on the Assigned Applications to said Assignees, their successors and assigns.
- 3. Assignor also assigns to Assignees all right, title and interest in and to any information relating to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks and the inventions disclosed and/or claimed therein, including all printed and/or electronically stored files, documents, forms, licenses, exemptions, waivers and correspondence, evidencing, concerning or in any manner related to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks, the inventions disclosed and/or claimed therein and any products incorporating any portion of any of the disclosures in said Assigned Patents or Assigned Applications or the Assigned Trademarks, and any and all claims and causes of action arising out of or in any manner related to the Assigned Patents, the Assigned Applications, the Assigned Trademarks or the other items listed in this paragraph 3, including the right to sue for and collect damages for pass infringement of any of said Assigned Patents.

Date: 4/5/05 Date: 4/5/05	By: Sympe Sympe
Date: 3/30/05	Global Orthopedics, Inc. By: Section Process
Approved by:	
Charle Gerhart Receiver in Cause No. 2003 - 4846 pending in 264 th Dutrit Cou Date: 3/30/68	rt





UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 25, 2006

PTAS

700259715A

C. JAMES BUSHMAN BROWNING BUSHMAN P.C. 5718 WESTHEIMER, SUITE 1800 HOUSTON, TX 77057

700259715A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/21/2006

REEL/FRAME: 017520/0286

NUMBER OF PAGES: 6

BRIEF:

CORRECTIVE ASSIGNMENT TO CORRECT TYPO IN RECORDATION COVER SHEET

PREVIOUSLY RECORDED AT R/F 017354/0873 EXECUTION DATE

ASSIGNOR:

GLOBAL ORTHOPEDICS, INC.

DOC DATE: 03/30/2005

ASSIGNEE:

SI-1, LTD.

3000 W. DAVIS

CONROE, TEXAS 77304

SERIAL NUMBER: 10246567 PATENT NUMBER: 7018332

FILING DATE: 09/18/2002

ISSUE DATE: 03/28/2006

TITLE: CIRCUMFERENTIAL RETRACTOR APPARATUS

RECEIVED

JUL 0 6 2006

GROUP 3600

017520/0286 PAGE 2

THERESA FREDERICK, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

والاساء ومساور والمساورة	41201	JO 14.20	r Auc	UU41U	оч га	x berver	
* 11 * 11	* . * s 	U412 1121				W 1874 III-1476	
FORM PTO-1596 (Modified) (Rev. 09-01)	R	RECORDATION FO	ANG	VER SHE	ET	U.S. DEPARTMEN	T OF COMMERCE
OM9 No. 0851-0027 (exp.5/31/2002) P08/REV03		PATENT					d Trademark Office
Teb settings ◆ ◆ ▼	_	, A. E	-	141.	_	_	_
To the Director of the United Stat	hes Patent	and Trademark Offic	— ▼	n moord the	- effectived and	Tipol desuments or or	▼ The state of the state of th
Name of conveying party(les):	DG T ELGIS.	Olly Transmissing Wiles				ginal cocuments or co siving party(les):	py mereor.
Global Orthopedies, Inc.				no una uz-	61466 At 164	siving party(ico).	
		ı	Nar	ne: 51-1,1	Ltd.		
			Inte	rmal Addre	88:		
Additional names(s) of conveying party(les	١	To you for his					•
	, 	☐ Yes ☎ No	│		· · · · · · · · · · · · · · · · · ·		
3. Nature of conveyance;		,	—				
☐ Assignment	☐ Mei	erger	Str	et Addres:	s: <u>3000 W.</u>	Davis	
Security Agreement	☐ Cha	ange of Name					
Corrective assignment	to correct	t typo in recordation		Common			
execution dote, previously recorded at	Ltd. to Si Real/Fran	⊢1, Ltd. QNC. me 017354/0873	URy.	: Conroe		State: <u>TX</u>	ZIP: 77304
Execution Date: 3/30/0	5	n	Additic	nal name(s) & address(e	es) attached? 🔲 Ye	us DZINo
4. Application number(s) or patent n	······································						
If this document is being filed tog	•	•	45-0 AV	authon data	files and	*41 #	
,	इसांका सामा	g nam afringmus	, URS SAC		• •	ication is:	
A. Patent Application No.(s)		1	}	8. Paten	n No.(s)		
10/246,567			<u> </u>				
·							3
							C G
••							
		tional numbers ettach	ned?	Yes V	21 No	·	
5. Name and address of party to why		spondence	6. Tota	d number (of application	ns and patents invo	lvad:
concerning document should be n	naileg:						1
Name: C. James Bushman			7. Tob	al fee (37 C	CFR 3.41):	\$ 40.60	
Internal Address: Browning Bush	ıman P.C.					or insufficiency she	
			Ų	credited or	r debited to	i or insumcioncy sni Jeposit account	ed bluc
						•	
						jed to deposit accou	ınt <u>ı</u>
Street Address: 5718 Westhelmer	r, Suite 18	00	8. Dep	osit accou	nt number:		
			02-	345			

9. Statement and signature.

To the best of my knowledge and bellef, the foregoing information is true and correct and any attached copy is a true copy of the original document.

State: TX ZIP: 77057

C. James Bushman

City: Houston

Signature

DO NOT USE THIS SPACE

April 21, 2006

(Attach duplicate copy of this page if paying by deposit account)

Name of Person Signing

Total number of pages including courses, attachments, and document:

Date

ASSIGNMENT AGREEMENT

This Agreement is between SI-1, Ltd., Don Byrne (collectively referred to as Assignees) and Global Orthopedics, Inc. (referred to as Assignor) and is effective when executed by all parties.

WHEREAS, Assignees filed suit against Assignor in Harris County, Texas, Cause No. 2003-04083, alleging various causes of actions;

WHEREAS, subsequently, pursuant to a court order, Assignor is currently in receivership;

WHEREAS, as part of a Mutual Release and Settlement Agreement (Release Agreement) to which this Agreement is attached as Exhibit A, Assignor has agreed to assign to Assignees all its right, title and Interest in certain intellectual property referenced in paragraph 1 of the Release Agreement.

NOW, THEREFORE, for good and valuable consideration as recited more fully in the Release Agreement, the parties agree as follows:

- 1. Assignor has assigned, sold, transferred, and set over and by these presents do assign, sell, transfer and set over unto Assignees the entire right, title and interest in and to:
 - A. U.S. Patent Nos. D454,296 and 6,409,731 including all reissues, renewals, and reexaminations and extensions thereof (collectively Assigned Patents) and including the right to sue for and collect damages for past infringement of any of said Assigned Patents, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

- B. U.S. Patent Applications Serial Nos. 09/915,819; 09/916,819; 09/916,833; 10/075,952: 10/078,321: 10/092,693; 10/109,099; 10/184,151; 10/185.356: 10/185,855; 10/261,105; 10/246,567; 10/407,799; 10/455,752; 10/457,787; and any patent application on the so called Magellan-Proximal and any other patent application related to medical or surgical inventions filed by or on behalf of any of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (collectively Assigned Applications) and including (I) the inventions in Assigned Applications and worldwide rights therein (ii) all divisions, continuations, continuations-inpart and substitutions of said Assigned Applications; and (ili) all Letters Patents, United States and foreign, which shall issue on sald Inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions in all foreign countries, including the right to file applications for Letters Patents on the inventions included in said Assigned Applications in any and all foreign countries, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment and sale not been made.
- C. U.S. Trademarks and Trademark Applications Serial Nos. 76/379,191 ("Magellan"); 76/380,267 ("Scope Caddy"); 78/210,116 ("Soft Portal"); 78/210,170 ("ASC Fast Pack") and any other trademarks or trademark application filed by or on behalf of the Assignor in the time frame of January 1, 1999 to January 1, 2005 (the Assigned Trademarks), and including the right to sue for and collect damages for past infringement of any of sald assigned trademarks and trademark applications, the same to be held and enjoyed by Assignees, their assigns and successors, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor covenants and agrees that it will upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignees, to enable and assist

Assignees to (a) obtain Letters Patent, both domestic and foreign on the inventions included in said Assigned Applications (b) establish, maintain and secure title in said Assignees, their successors and assigns in the Assigned Patents, the inventions of said Assigned Applications, said Assigned Applications and any Letters Patents based on said Assigned Applications, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Assigned Patents and any Letters Patents based on said Assigned Applications, against any and all infringers, and perform such other acts as is necessary to give full force and effect to this Assignment.

- 2. Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue all Letters Patents based on the Assigned Applications and all divisions, continuations, continuations-in-part, reissues, renewals and extensions of Letters Patents based on the Assigned Applications to said Assignees, their successors and assigns.
- 3. Assignor also assigns to Assignees all right, title and interest in and to any information relating to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks and the inventions disclosed and/or claimed therein, including all printed and/or electronically stored files, documents, forms, licenses, exemptions, waivers and correspondence, evidencing, concerning or in any manner related to any of the Assigned Patents, the Assigned Applications, the Assigned Trademarks, the inventions disclosed and/or claimed therein and any products incorporating any portion of any of the disclosures in said Assigned Patents or Assigned Applications or the Assigned Trademarks, and any and all claims and causes of action arising out of or in any manner related to the Assigned Patents, the Assigned Applications, the Assigned Trademarks or the other items listed in this paragraph 3, including the right to sue for and collect damages for pass infringement of any of said Assigned Patents.

Date: 4/5/05 Date: 4/5/05	By: Don Byrne
Date:	Global Orthopedics, Inc. By: By:
Approved by:	
Charlie Gerhart Receiver in Cause No. 2003 - 4946 pending in 264 th Dutrit Court	£